

# YOUR WILD SNOW

## TERMS & CONDITIONS



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#### APPLYING TO YOUR TRAVEL ARRANGEMENTS MADE WITH WILD SNOW LTD

Please read these Terms and Conditions carefully to ensure that you understand our contract of engagement. By paying us (Wild Snow Limited) your deposit, we understand that you have read and accepted the following conditions.

#### CONFIRMATION OF BOOKING & DEPOSITS

For bookings from all clients, we require a fixed amount (as per the booking or offer posted on the website) deposit to start processing your booking. No booking is confirmed until full payment is received.

Confirmation should be sent within 3-5 working days of receipt of your deposit.

All our prices (other than the deposit) are based on Bank Transfer / TT payment unless stated otherwise. If you wish to pay the balance of the price by credit card, please check with us first, as payment on Credit Card will incur a surcharge of 2.5% Visa/Mastercard (this is what we are charged)

Please note that a receipt will not be issued unless otherwise requested.

#### CANCELLATIONS BY THE TRAVELLER:

Any cancellations must be received in writing. Minimum fees are:

- Up to 60 days prior to departure – full deposit will be forfeited.
- Between 30 and 59 days of departure – 50% of total paid will apply.
- Within 30 days of departure – 100% of total paid will apply.
- Wild Snow Limited cannot be held responsible for snow conditions. Holidays cannot be cancelled or amended on the basis of snow conditions.

No refunds will be made if you voluntarily leave a tour for any reason after the tour has begun. Refunds will be at the discretion of Wild Snow Limited if you are involuntarily forced to leave a tour for any reason. No refunds will be given for any accommodation, transport, sightseeing, meals, service or any component of the tour not utilised. Please note these conditions apply to Wild Snow Limited land content only.

#### CANCELLATIONS BY WILD SNOW LIMITED:

Wild Snow Limited reserves the right to cancel any tour before it is confirmed to run. A tour is confirmed to run once it has reached the minimum participants required as defined by Wild Snow Limited. This applies to all tours. Wild Snow Limited reserves the right to cancel any tour prior to departure, including a confirmed tour, due to circumstances beyond our control. If this occurs, you will be given the option of changing to another tour or receiving a full refund. Wild Snow Limited is not responsible for any incidental expense you have incurred as a result of your booking. If you choose an alternative tour and it is at a lower value than your original tour you will be refunded the difference. If the alternative tour is of a higher value, then you will pay the difference in price.

#### TOURS & ABILITY:

Wild Snow Limited reserves the right to remove a client from any tour if he or she is of an ability not suited to that tour. No refund will be due for any unused portion of the tour. The client takes full responsibility for the self-categorisation of their ability based on the following guide: Ability Level Check (talk to us first if you don't understand the categories)

## FINAL PAYMENTS

The Balance of Payment is due 90 days prior to your departure unless stated otherwise on your confirmation.

We require a direct bank transfer if paying within 3 months of departure date.

Please note that your booking is still totally subject to currency fluctuations and changes, and this regrettably is out of Wild Snow's control. So, until your travel package is fully paid, you are NOT safe guarded against surcharges due to currency decline. To avoid any price change, we would recommend that you pay for your package within 7 days of this letter to safeguard yourself from any potential increase on your travel package in the future.

\* Please CALL WILD SNOW on the day you plan to make your final payment, as we may will need to recalculate your package on that day to reflect the current exchange rates \*

Currencies have been quite volatile during the last 6 months, so there is the likelihood that adjustments are required \*

## CHECK YOUR FLIGHT SCHEDULE!

Please ensure you have checked the flight schedule and all connecting flight times, and feel comfortable with what has been arranged.

If you are holding air tickets which have been purchased separately from one another, then you will be required to re-check your bags at each arrival point of your flight journey as there is no through checking allowed by the airlines. You will need to ensure that you leave extra time between flights to allow for the necessary airline check-in procedures, and would suggest that you speak to the airlines involved for more information pertaining to your circumstances.

On occasion, the airline's schedule change their flights, which is outside of our control.

## AMENDMENT FEES:

An amendment fee of \$50 per person will apply to all alterations to confirmed arrangements, plus any additional charges that operators or Suppliers impose.

Please take out our Travel Insurance as this may prevent you having to pay these fees if cancellation is due to circumstances beyond your control. Any refunds due will be available to you after we receive the monies from the airline/operator involved.

## RESPONSIBILITIES:

Wild Snow Limited is a family run Tour operator.

We will not be liable in the event that you suffer loss, injury or disappointment by reason of any acts or failing of any Principal (such as an airline).

As a part of our booking conditions, all clients are required to sign our booking terms and conditions agreement document, thus where you agree not to take any action against Wild Snow Limited for the collapse of any Principal, or their failure to provide a service. In any such case, your remedy will lie with the Principal.

## TRAVEL ADVISORIES:

It is your responsibility to check if there are Government travel advisories against your chosen travel destination. We take no responsibility for providing this information, as it changes frequently.

The Ministry of Foreign Affairs provides a Travel Advisory service at [www.mfat.govt.nz/travel](http://www.mfat.govt.nz/travel), which categorizes countries according to their risk factor. We recommend you read this and make your own judgment before booking your holiday.

Normal cancellation fees apply if you cancel your holiday due to a travel warning, although if the travel warning is published after you have booked we will do our best to minimize cancellation/amendment costs.

**TRAVEL INSURANCE:** Travel Insurance is essential for an overseas holiday.

We offer to our clients Ripcord Travel Insurance, to include full Evacuation and rescue travel insurance. If you wish to take out a policy with us, you must return a completed application form. Should we not receive this, WILD SNOW cannot take

responsibility for any claims refused due to inaccuracies of policies issued. If you elect to take out a different insurance policy please check that it includes cover for your requirements, as many policies do not.

Check your policy carefully! Wild Snow Limited will not accept any responsibility for the failure of any insurance company to pay out on a claim. In the event of failure or collapse of a Principal or Operator, or that travel insurance does not accept your claim, by signing our booking Terms and Conditions form, or by forwarding us your deposit, you agree that no action will be taken against Wild Snow Limited\ for failure or collapse of a principal.

Please note: As a result of the Sept 11, 2001, terrorist attacks, insurance companies no longer cover the financial collapse of airlines or operators.

You agree not to hold Wild Snow Limited financially responsible should a Principal collapse and your travel insurance policy not cover you.

#### PASSPORTS / DOCUMENTS / VISAS:

\* You ("the customer") are responsible for obtaining all your necessary travel documents.

A CURRENT PASSPORT is required for all persons departing New Zealand, which must be valid for 6 months from departure date. Children require their own passports. Re-entry Visas are required to re-enter New Zealand for any person holding a foreign passport.

Non-New Zealand passport holders require Visas to enter Australia, Canada, USA and some other countries. NB. It is most important that you make your own inquiries and satisfy yourself as to the position in regard to your passport and/or visa requirements before leaving New Zealand.

If you are traveling to Canada via USA, you will be required to clear US customs and will need a US visa, even if you are only in transit.

USA Travel or Stopovers: All persons traveling to, or transiting through USA must complete an ESTA (Electronic System for Travel Authorisation). This application must be completed at least 72 hours prior to departure. Failure to do so may result in being denied boarding at the airport, experience delayed processing or be denied admission to a US port of entry. Please Note: There will be a fee which is paid direct at time of application. Information on this requirement, plus the application form, can be found on the ESTA website: <https://esta.cbp.dhs.gov/>

CANADA Travel or Stopovers: Visa-exempt foreign nationals are expected to have an Electronic Travel Authorization (eTA) to fly to or transit through Canada, starting March 15, 2016. Exceptions include U.S. citizens, and travelers with a valid Canadian visa. Canadian citizens, including dual citizens, and Canadian permanent residents are not eligible to apply for an eTA. Please Note: A fee will be charged at time of your online application. Information on this requirement, plus the application form, can be found on the eTA website: [canada.ca/eTA](http://canada.ca/eTA)

Machine Readable NZ Passport – You MUST have a Machine Readable NZ Passport to transit/visit the USA on the Visa Waiver Program. Ring (0800) 225 050 to check your passport is machine-readable. If you have had any problems with US Customs in the past or a Criminal Conviction in any country please call the US Consulate & Canadian Embassy for advice on obtaining a visa to enter these countries.

#### COST INCREASES / DECREASES:

Tour prices may change without prior notice, even though your arrangements have been confirmed. Increases in our tour cost due to the floating NZ dollar, overseas government tax changes, airline changes, and other cost factors beyond our control may have to be passed on to you. You will be advised as soon as possible if this becomes necessary.

#### CHECKING YOUR TRAVEL ARRANGEMENTS:

We have exercised care in putting together the arrangements requested by you. It is important that you check all of the documentation handed to you in relation to your proposed travel and accommodation before you depart to ensure it fully meets your requirements, and to ensure that there have been no misunderstandings.

#### AIRLINE RESCHEDULED FLIGHTS:

We are not an Airline and can't take responsibility for airline flight reschedules, or any disruption or additional costs you may incur as a result. If your International travel has started before the reschedule, you may be covered by your Travel Insurance, in which case you should contact them directly to make a claim.

#### UNUSED SERVICES:

If you are unable to complete or use all your pre-paid services due to bad weather, travel delays or illness or any unforeseen event, you must obtain written advice from the Principal. No refunds will be given unless you have arranged written consent from the Principals. You can then make a claim on your travel insurance.

**IF YOU HAVE A COMPLAINT:**

In the event that you have a complaint, please immediately inform the Principal or Wild Snow Limited, who will do their best to help you while you are away. If, in the unlikely event that you require urgent action, please call us collect or better still, contact us via WhatsApp, Messenger or see us on tour. Otherwise, claims must be made in writing within seven days of your return.

**PRICING AND AVAILABILITY**

In providing our advice as to price and availability of travel, accommodation and other services we are reliant on information supplied to us by providers and other third parties and therefore prices and availability may have changed by the time you come to book your holiday or travel arrangements. Accordingly, while we will use all reasonable endeavours to ensure the information on this site is as accurate and up to date as possible, we do not provide a warranty to that effect. You acknowledge that we have no responsibility for the accuracy, completeness, currency or timeliness of price and availability of information.

**LIABILITY:**

I acknowledge & understand that skiing & snowboarding are sports that are hazardous and have inherent risks of injury &/or death. I voluntarily agree to assume all risks of injury or death that may result to me from skiing or snowboarding. I hereby release Wild Snow Limited & their employees & agents of any obligation to advise me in relation to the dangers obvious or not, inherent in the sport. I accept that I will participate in such sport(s) of my own free will & never at the direction of Wild Snow Limited &/or their employees and agents. I voluntarily take full responsibility for any damage or injury to myself or which I may cause to others.

**LAW AND JURISDICTION**

New Zealand law shall govern all information services and travel provided through the site. You submit to the exclusive jurisdiction of the New Zealand Courts in respect of the provision of services or travel hereunder.

By clicking the '**I Accept**' button **or signing**, Your signature/s will signify your agreement with the above terms and conditions:

**EVERY FAMILY OR PARTY MEMBER OVER 18 MUST SIGN.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ (Please print name in capital letters)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ (Please print name in capital letters)